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सत्यमेव जयते

Certificate No.	:	**IN-KA60505899870322P**
Certificate Issued Date	:	29-Jun-2017 03:49 PM
Account Reference	:	NONACC (FI)/ kaksfcl08/ YELAHANKA2/ KA-BN
Unique Doc. Reference	:	SUBIN-KAKAKSFCL0869737571839064P
Purchased by	:	MS SATHYA CONSTRUCTIONS
Description of Document	:	Article 12 Bond
Description	:	AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	THE EXECUTIVE ENGINEER BBMP
Second Party	:	MS SATHYA CONSTRUCTIONS
Stamp Duty Paid By	:	MS SATHYA CONSTRUCTIONS
Stamp Duty Amount(Rs.)	:	200 (Two Hundred only)

For MAHAYOGI VEMANA SOUHARDA PATTIN SAHAKARI NIYAMITHA, YELAHANKA

AUTHORISED SIGNATORY

Please write or type below this line

AGREEMENT

Agreement No. 12 **/17-18**

This agreement made on this 16th day of Oct 2017 Between the Executive Engineer, Byatarayanapura Division, Yalahanka Zone, Bellary Road, Byatarayanapura, Bangalore – 92, on behalf of the Commissioner, Bruhat Bangalore Mahanagara Palike, Bangalore. (hereinafter called "the Employer") of the one part and **M/s Sathya Construction #600,Down Bazaar Road,Yelahanka , Bangalore-560 064** (hereinafter called "the Contractor") of the other part.

Statutory Alert:
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16/10

E.E. (BTP. DIV)

16/10

Where as the Employer is desirous that the Contractor to execute the work of **Pot hole filling to roads in ward no. 06 (Thanisandra) Byatarayanapura sub division** was Administratively Approved by the Chief Engineer vide No CE/YNK/AA/162/16-17 Dated: 13.02.2017 & Technically Sanctioned by the Executive Engineer vide No.EE/BTP/TS/ /17-18 Dated: The contract price Rs. **20,00,000.00 (Rupees Twenty lakhs Only)** is approved by joint commissioner & as per order from No.Spl. comm (Pro)/PR/5790/16-17 Dt:28.10.2016 to pay the amount bill.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor here by covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The Work shall be commenced with all Men and Machinery within 7 days from the Date of Work Order, failing which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tenderer.
5. The Income Tax at the rate of 1%, KST at 4% and Cess at 1% will be Deducted and certificate will be issued in favour of the Contractor .
6. Sub-Letting of work is prohibited.
7. Frequency of the quality test of all the materials and other tests have to be conducted by the contractor as per MORT&H (IV th Revision) I.R.C. guidelines and other relevant Indian standards in his laboratory or any other laboratory assigned by BBMP on his own cost in presence of Engineer / consultants appointed by BBMP
8. Further Details of the Work can be obtained from the Office of the Executive Engineer Byatarayanpura Division, BBMP office, Byatarayanpura Bangalore –92

The following documents shall be deemed to form and be read and Construed as part of this Agreement, viz.:

i) Notice to proceed with the works;
ii) Conditions of contract (including Special Conditions of Contract);
iii) Specifications;
iv) Bill of quantities; and
v) Any other document listed in the Contract Data as forming part of the contract.

In witness where of the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of
was hereunto affixed in the presence of : 1)_____

2)_____

Signed, Sealed and Delivered by the said Executive Engineer, Byatarayanapura Division, Yalahanka Zone, Bruhat Bangalore Mahanagara Palike.

Binding Signature of Contractor _____

In the presence of :
Binding Signature of Employer:

Executive Engineer
Byatarayanapura Division
Yalahanka Zone
B,B,M,P. Bangalore –92.